

REMARKS/ARGUMENTS

Status of the Claims

Prior to entry of this amendment, claims 1-51 were pending in the application. An office action mailed September 6, 2006 rejected claims 1-51 under 35 U.S.C. § 102(a) as being anticipated by published application no. US2002/0099607 to Sosa et al. (hereinafter, "Sosa"). This amendment amends claims 19, 20, 26 and 45, and cancels claim 21, but adds no new claims. Applicants reserve the right to reintroduce the unamended or canceled claims in this or another application. Hence, after entry of this amendment, claims 1-20 and 22-51 stand pending for examination.

Claim Amendments

Claim 20 has been amended to incorporate the elements of claim 21, and claim 21, accordingly, has been canceled. Claims 19, 26 and 45 each have been amended typographically to conform to the independent claims from which they depend.

Claim Rejections under 35 U.S.C. §102

The office action rejected all pending claims under § 102(a) as being anticipated by Sosa. Claims 1, 20, 23, 30, and 47-51 are independent claims. The applicants respectfully submit that Sosa fails to anticipate even these independent claims, and that all claims therefore are allowable over Sosa, for at least the following reasons.

To support a rejection under § 102(a), the Office must establish that each element of a rejected claim is taught by the cited reference: "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP § 2131 (citing *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)). The office action, however, fails to establish that Sosa teaches (or, for that matter, even suggests) each element in any independent claim. The office action cites, in toto, three passages of Sosa (specifically, ¶¶ 0036-67, 0057-58 and 0126-28) in rejecting every claim in the application. However, neither these passages nor the remainder of Sosa teach or suggest each element of any claim.

Claim 1

Take, for example, claim 1, which recites, inter alia, "a point of sale device . . . being located at a particular origination location and configured to . . . receive a request from the customer to process a money transfer transaction to a particular destination location." Sosa fails to teach or suggest this element.

The office action cites three passages of Sosa in rejecting this element: ¶¶ 0036-67, 0057-58 and 0126-28. Neither these cited paragraphs, nor anything else in Sosa, teaches or suggests this element. While Sosa does teach the concept of funds transfers, Sosa clearly teaches that such transfers are performed only as account-to-account transfers, not as traditional money transfer transactions from a particular original location to a particular destination location, as recited by claim 1.

With regard to the concept money transfer transactions, Sosa teaches,

"A USER2 account 521 is either created or accessed within the account database 323 of the cash account system 107 to enable USER2 517 to perform online transactions via the computer communications network 112. Further, USER2 517 may transfer funds from the USER2 account 521 to the USER1 account 325 via the cash account system 107 as indicated by a fund transfer arrow 523. USER1 306 may then access the transferred funds from the USER1 account 325 utilizing the cash card 201 at the ATM 509 or via any merchant 501, or via online transactions."

Sosa, ¶ 0058 (emphasis added). Clearly, Sosa's teaching on this subject is limited to account-to-account transfers, which can be performed online. Indeed, if Sosa teaches anything about locations, it is that the funds can be accessed from any location (including online), not that the funds are transferred from a particular origination location to a particular destination location, as recited by claim 1. This teaching is reinforced by paragraph 0126, which notes,

"In one embodiment, the cash account system 107 further provides rewards for transferring money to friends and encouraging them to use the cash account system 107, not only spreading whatever advertisements the original account had, but also encouraging, such as through similar incentives, return visits to the site to shop online and be exposed to them."

Sosa, ¶ 0126 (emphasis added). Once again, Sosa teaches that money transfers are performed as online transactions, and that they involve no particular origination or destination location. It is worth noting as well that neither of these disclosed money transfer operations involve any point

of sale device, as recited by claim 1. While Sosa does teach point of sale devices (see, e.g., Sosa, ¶ 0031), it does not teach that these devices can perform point-to-point money transfer operations.

Hence, Sosa fails to teach “a point of sale device . . . being located at a particular origination location and configured to . . . receive a request from the customer to process a money transfer transaction to a particular destination location,” as recited by claim 1, and for this reason alone, Sosa fails to anticipate claim 1.

Further, Sosa fails to teach or suggest, as recited by claim 1, “a transaction provider control . . . in communication with a service provider, the transaction provider control being configured to . . . credit the customer’s account with an award associated with the request to process a money transfer transaction, the award being redeemable by the customer for credit toward the purchase of a product from the service provider.”

As noted above, paragraph 0126 of Sosa teaches, “the cash account system 107 further provides rewards for transferring money to friends and encouraging them to use the cash account system 107.” There is no teaching in Sosa, however, that such “rewards” might be in the form of “credit[ing] the customer’s account with an award . . . being redeemable by the customer for credit toward the purchase of a product from the service provider,” who is a different entity from the entity that provides the money transfer services themselves. In fact, Sosa is silent on what these “rewards” might be, and it is improper to read in to Sosa any further characterization of the “rewards” that Sosa barely even mentions in passing.

The applicants note that Sosa also teaches,

“In one embodiment, the cash account system 107 may provide additional incentives to use the cash card offline in the form of reward points, especially a distributor merchant-specific cash card at the distributor merchant’s store(s). Since all transactions are authorized via the processor system 113 of the cash account system 107, the cash account system 107 tracks user spending and may connect offline and online shopping with special rewards. In this way, the same customer incentive benefit programs are provided to cash customers as are already provided to users using credit cards.”

Sosa, ¶ 0128 (emphasis added). It should be appreciated, however, that this teaching from Sosa only teaches the award of these “rewards” at a particular merchant, in the context of shopping at

that merchant. Hence, this passage likewise fails to teach the award of credit toward a service provider's services, for the use of money transfer services from a separate provider. Hence, Sosa fails to teach or suggest this element as well, and for at least this additional reason, claim 1 is allowable over Sosa.

As established above, Sosa fails to teach multiple elements of claim 1, and it is submitted, therefore, that Sosa cannot anticipate claim 1. It is further submitted that Sosa fails to suggest these elements, and that Sosa, at least standing alone, properly cannot be the basis of a rejection under § 103. Accordingly, reconsideration of the rejection of claim 1 is respectfully requested.

Claim 20

As amended, claim 20 recites, inter alia, a "transaction provider control" with instructions to "transmit a request to third-party service provider to add credit to the service provider account associated with the convenience card, wherein the credit is based at least in part on the money transfer transaction." Sosa fails to teach or suggest at least this element of claim 20. As noted above, while Sosa teaches (in the abstract) the concept of "rewards" for money transfer transaction, Sosa fails to teach even that such abstract "rewards" might be in the form of credit at a third-party service provider.

A fortiori, Sosa fails to teach or suggest transmitting any type of request to such a third-party service provider. Indeed, Sosa, to the extent it discusses "rewards" at all, contemplates that such rewards are internal to Sosa's "cash account system," and that they do not involve any type of action by any third-party service providers. For example, paragraph 0128 of Sosa clearly teaches that "the cash account system 107 tracks user spending and may connect offline and online shopping with special rewards." This cash account system, being maintained by the provider of the money transfer services, cannot be interpreted as a third-party service provider.

Accordingly, Sosa fails to teach or suggest each element of claim 20, and reconsideration of the rejection of that claim is respectfully requested.

Claim 23

Claim 23 recites, inter alia, “when the money transfer convenience card is used to facilitate a money transfer transaction through the transaction provider, an award is credited to the account associated with the convenience card, the award being redeemable toward the purchase of a product from a service provider and being based at least in part on the money transfer transaction.” As noted above with respect to claim 1, Sosa fails to teach or suggest any specific type of award based on a money transfer transaction, let alone an award that is “redeemable toward the purchase of a product from a service provider.” For at least this reason, claim 23 is believed to be allowable over Sosa, and reconsideration of that claim is respectfully requested.

Claim 30

Claim 30 recites a method, including, inter alia, “receiving a request from a customer to process a money transfer transaction, wherein the money transfer transaction has a certain origination location and a certain destination location,” and “crediting an account with an award based at least in part upon the requested money transfer transaction, the award being redeemable by the customer for credit toward the purchase of a product from a service provider.”

As noted above, Sosa teaches neither a money transfer transaction having a “certain origination location and a certain destination location” nor crediting an account with a reward “based at least in part upon [a] money transfer transaction” and “being redeemable by the customer for credit toward the purchase of a product from a service provider.” Accordingly, it is submitted that Sosa fails to teach or suggest at least these elements of claim 30, and that claim 30 therefore is allowable over Sosa. Reconsideration of claim 30 is respectfully requested.

Claim 47

Claim 47 is a method claim reciting, inter alia, “receiving an identifier associated with a money-transfer convenience card, wherein the money-transfer convenience card is associated with an account at a third-party service provider” and “adding credit to the account at the third-party service provider, wherein the credit is based at least in part on the money transfer transaction.” As noted above, Sosa fails to teach or suggest “adding credit to [an] account at a

third-party service provider, wherein the credit is based at least in part on the money transfer transaction.” For at least this reason, it is submitted that Sosa fails to teach or suggest each element of claim 47, and that claim 47 therefore is allowable over Sosa. Reconsideration of claim 47 is respectfully requested.

Claims 48, 49 and 51

Claim 48 is a method claim, and claims 49 and 51 are corresponding system claims. Claim 48 recites, inter alia, “receiving at a point of sale device an identifier from a convenience card, . . . the point of sale device being situated at a particular origination location” and “receiving at the point of sale device a request from the customer to process a money transfer transaction to a particular destination location.” As noted with respect to claim 1, Sosa fails to teach or suggest these elements, and for this reason alone, claim 48 is allowable over Sosa.

Claim 48, however, recites additional novel features that Sosa does not even begin to suggest. For example, claim 48 recites “calculating an amount of prepaid telephone service credit sufficient to allow the customer to place a telephone call of a certain duration from the origination location to the destination location, such that the customer can call a receiving party near the destination location to inform the receiving party that the customer has placed a request to process a money transfer transaction to the destination location.” Sosa does not even approach suggesting any sort of calculation of prepaid telephone credit. In fact, Sosa, which does not even contemplate a money transfer transaction from one particular location to another, necessarily fails to teach calculating an amount of prepaid telephone service credit sufficient to allow a call from one of these locations to another.

Claim 48 additionally recites “crediting the customer’s account with an award, the award being equivalent to the calculated amount of prepaid telephone service credit and based at least in part on the request to process a money transfer transaction.” Because, as noted above, Sosa fails to teach or suggest calculating an amount of prepaid telephone credit, Sosa necessarily fails to teach or suggest crediting any account with an award equal to the calculated amount.

For at least these additional reasons, claim 48 is allowable over Sosa even if Sosa somehow could be considered to teach a money transfer transaction from a particular origination location to a particular destination location (which, as noted above, it cannot). Claims 49 and 51 are believed to be allowable for at least substantially similar reasons. Reconsideration of the rejections of claims 48, 49 and 51, therefore is respectfully requested.

Claim 50

Claim 50 recites a system comprising instructions that, inter alia, are executable by a processor to “process [a] money transfer transaction” and “credit [an] account with an award based at least in part upon the requested money transfer transaction, the award being redeemable by the customer for credit toward the purchase of a product from a service provider.” As noted above, Sosa fails to teach or suggest crediting an account with an award that is “based at least in part on a money transfer transaction” and that is “redeemable by the customer for credit toward the purchase of a product from a service provider” who is different than the entity providing the money transfer services. For at least this reason, claim 50 is allowable over Sosa, and reconsideration of that claim is respectfully requested.

Claims 2-19, 22, 24-29, and 31-46

Claims 2-19 depend, either directly or indirectly, from claim 1. Claim 22 depends from claim 20, and claims 24-29 depend, either directly or indirectly, from claim 23. Likewise, claims 31-46 depend, either directly or indirectly, from claim 30. These dependent claims are believed to be allowable at least by virtue of their dependence from allowable base claims.

Moreover, many of the dependent claims recite additional novel features not taught or suggested by Sosa. Merely by way of example, claim 6 recites “wherein the award credited to the customer’s account by the transaction provider control comprises sufficient credit to allow the customer to place a telephone call of a certain duration from the particular origination location to the particular destination location.” Claims 25 and 43 recite similar elements. As noted with respect to claim 48, Sosa teaches nothing of this sort, and claims 6, 25 and 43 are believed to be allowable over Sosa for at least these additional reasons.

Similarly, claim 11 recites “wherein the customer’s account is maintained by the service provider,” and claim 12 recites “wherein crediting the customer’s account with an award comprises sending a message to the service provider, the message including sufficient information to indicate the amount of the credit to be awarded to the customer’s account.” Claims 35 and 36, respectively, recite similar elements. As noted above, Sosa does not contemplate service providers maintaining accounts, let alone the sending of messages to a service provider. Instead, Sosa teaches that the “cash account system 107 tracks user spending.” Sosa, ¶ 0128. This “cash account system” is maintained by the transaction provider, not the service provider. Hence, Sosa fails to teach or suggest these elements, and claims 11, 12, 35 and 36 are believed to be allowable for at least these additional reasons.

As another example, claims 19, 26 and 45 each recite, “the award is based on a determinant selected from the group consisting of the amount of the money transfer transaction, the originating location of the money transfer transaction, the destination location of the money transfer transaction, the timing of the money transfer transaction, an amount of a service fee associated with the money transfer transaction, and a type of money transfer transaction requested.” As noted above with respect to claim 1, Sosa teaches abstract “rewards” for money transfer transactions, but it does not disclose any determinant on which such abstract “rewards” are based. Once again, these elements are not taught by Sosa, and claims 19, 26 and 45 each are believed to be allowable for at least these additional reasons.

CONCLUSION

For at least the foregoing reasons, Sosa fails to anticipate any of claims 1-20 or 22-51, and the applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.


Appl. No. 10/687,575
Amdt. dated December 5, 2006
Reply to Office Action of September 6, 2006

PATENT

As noted above, this amendment is filed along with an interview request for January 9, 2006. If the Examiner believes an earlier telephone conference would expedite prosecution of this application, the Examiner is invited to telephone the undersigned at 303-571-4000 at her convenience.

Dated: December 5, 2006

Respectfully submitted,


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Attachment: Applicant Initiated Interview Request Form

CEK:sbm

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